

EXHIBIT “A”



**Service of Process
Transmittal**

03/02/2015

CT Log Number 526681510

TO: Carl Del Vecchio
JPMorgan Chase Bank, N.A.
4 Chase Metrotech
Brooklyn, NY 11245-0003

RE: Process Served in California

FOR: JPMorgan Chase Bank, National Association (Cross Ref Name) (Domestic State: N/A)
JPMorgan Chase Bank, N.A. (True Name)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Mitra Erami, individually and on behalf of other members of the general public similarly situated, Pltf. vs. JPMorgan Chase Bank, National Association, et al., Dfts.

DOCUMENT(S) SERVED: Letter(s), Complaint

COURT/AGENCY: Solano County Superior Court, CA
Case # FCS044963

NATURE OF ACTION: Employee Litigation - Unpaid wages - Failure to pay Overtime and Meal and Rest Breaks - Seeking Injunctive and Declaratory Relief

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Certified Mail on 03/02/2015 postmarked on 02/26/2015

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: None Specified

ATTORNEY(S) / SENDER(S): Edward J. Wynne
Wynne Law Firm
100 Drakes Landing Road, Suite 275
Greenbrae, CA 94904
415-461-6400

ACTION ITEMS: CT has retained the current log, Retain Date: 03/05/2015, Expected Purge Date: 04/04/2015
Image SOP

SIGNED: C T Corporation System

ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017

TELEPHONE: 213-337-4615

WYNNE LAW FIRM



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February 26, 2015

Via Certified U.S. Mail

Labor Workforce Development Agency
801 K Street, Suite 2101
Sacramento, CA 95814

CT Corporation System
818 West Seventh Street, 2nd Floor
Los Angeles, CA 90017

Re: Erami v. JPMorgan Chase Bank, N.A.

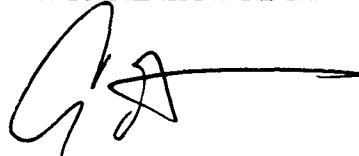
To the Labor Workforce Development Agency and Agent for Service of Process:

The above-noted lawsuit was originally filed on February 25, 2015, in the Superior Court of Solano County. Plaintiffs are seeking to amend the complaint to include allegations based on California Labor Code §§ 2698-2699. A copy of the filed Complaint is enclosed for reference. Plaintiffs claim, among other items, that they and all members of the class were misclassified as exempt employees and not paid overtime compensation in violation of Labor Code §§ 510 and 1194, were not paid all of their wages at time of termination in violation of Labor Code §§ 201-203, and that Defendant did not maintain or provide accurate itemized statement in violation of Labor Code §§ 226 and 1174.

The purpose of this letter is to satisfy the Labor Code § 2699.3 by providing notice to the Labor Workforce Development Agency and the employer. We look forward to determining whether the Labor Workforce Development Agency intends to take any action in reference to these claims. We kindly ask that you respond to this notice according to the time frame contemplated by section 2699.3.

Very truly yours,

WYNNE LAW FIRM



Edward J. Wynne

EJW:hh
Encl.

By Fax

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6 Plaintiff's Counsel
 7
 8

ENDORSED FILED
 Clerk of the Superior Court

FEB 25 2015

J. WOOD

By DEPUTY CLERK

9
 10 **SUPERIOR COURT OF CALIFORNIA**

11 **SOLANO COUNTY**

12 MITRA ERAMI, individually and on behalf
 of other members of the general public
 13 similarly situated,

14 Plaintiff,

15 vs.

16 JPMORGAN CHASE BANK, National
 Association and DOES 1 through 50,
 17 inclusive,

18 Defendant.
 19

Case No.:

FCS044963

COMPLAINT

[CLASS ACTION]

1. Labor Code § 1194
2. B&P § 17200 - Overtime
3. B&P § 17200 - Meal and Rest Breaks
4. B&P 17200 - Injunction/Dec. Relief
5. Labor Code § 203
6. Labor Code § 226, 1174, 1174.5

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 25 **ASSIGNED TO**
JUDGE Kinnicut
 26 **FOR ALL PURPOSES**
 27
 28

COMPLAINT
 [CLASS ACTION]

GENERAL ALLEGATIONS

1
2 1. Plaintiff Mitra Erami was an Assistant Branch Manager for defendant JPMorgan
3 Chase Bank, National Association ("Chase Bank") in the state of California within the last three
4 years of the filing of the original complaint in this action.

5 2. Defendant Chase Bank is a wholly owned subsidiary of JPMorgan Chase &Co.
6 Defendant is a bank that owns and operates retail banks in this judicial district and in the state of
7 California. Defendant has employees with the title "Assistant Branch Manager."

8 3. Venue is proper in Solano County as at least some of the acts complained of
9 herein occurred in Solano County as Defendant owns and operates banks in Solano County.

10 4. At all times herein mentioned, Plaintiff and the class identified herein worked as
11 employees for Defendant in salaried positions in Defendant's branch and retail locations under
12 the business name "Chase." At all times herein mentioned, Plaintiff and the class have been,
13 and continue to be, domiciled in the state of California. Plaintiff is informed and believes and
14 thereon alleges that there are less than 100 members in the proposed class. The amount in
15 controversy including damages, restitution, attorney fees, penalties, and value of injunctive
16 relief sought does not exceed \$5,000,000. The amount in controversy for the named plaintiff
17 including damages, restitution, pro rata share of attorney fees, penalties, and pro rata value of
18 injunctive relief sought does not exceed \$75,000.

19 5. At all times herein mentioned Defendant and Does 1 through 50 are and were
20 corporations, business entities, individuals and partnerships, licensed to do business and actually
21 doing business in the State of California, Solano County. Defendant owns and operates an
22 industry, business and establishment in a number of separate geographic locations within the
23 State of California, including within Solano County, for the purpose of selling banking services
24 and products. As such, and based upon all the facts and circumstances incident to Defendant's
25 business in California, Defendant is subject to California Labor Code §§ 1194 *et seq.*, California
26 Business and Professions Code § 17200 *et seq.*, (Unfair Practices Act) and the applicable
27 Industrial Welfare Commission Wage Orders.

28 6. Plaintiff does not know the true names or capacities, whether individual, partner

1 or corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that
2 reason, said Defendants are sued under such fictitious names, and Plaintiff prays leave to amend
3 this complaint when the true names and capacities are known. Each of said fictitious
4 Defendants was responsible in some way for the matters alleged herein and proximately caused
5 Plaintiff and members of the class to be subject to the illegal employment practices, wrongs and
6 injuries complained of herein.

7 7. At all times herein mentioned, each of said Defendants participated in the doing
8 of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the
9 Defendants, and each of them, were the agents, servants and employees of each of the other
10 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
11 acting within the course and scope of said agency and employment.

12 8. At all times herein mentioned, Defendants, and each of them, were members of,
13 and engaged in, a joint venture, partnership and common enterprise, and acting within the
14 course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

15 9. At all times herein mentioned, the acts and omissions of various Defendants, and
16 each of them, concurred and contributed to the various acts and omissions of each and all of the
17 other Defendants in proximately causing the injuries and damages as herein alleged.

18 10. At all times herein mentioned, Defendants, and each of them, ratified each and
19 every act or omission complained of herein. At all times herein mentioned, the Defendants, and
20 each of them, aided and abetted the acts and omissions of each and all of the other Defendants
21 in proximately causing the damages as herein alleged. Further, at all times mentioned herein,
22 the wage and hour related compensation policies of Defendant's branch locations in California
23 are and were dictated by, controlled by, and ratified by the Defendants herein and each of them.

24 **FACTUAL ALLEGATIONS**

25 11. Pursuant to California Labor Code §§ 218, 218.6, and 1194, Plaintiff may bring a
26 civil action for overtime wages directly against the employer without first filing a claim with the
27 California Division of Labor Standards Enforcement and may recover such wages, together
28 with interest thereon, penalties, attorney fees and costs.

12. Plaintiff and all members of the class identified herein were regularly scheduled as a matter of uniform company policy to work and in fact worked as salaried bank employees in excess of eight hours per workday and/or in excess of forty hours per workweek without receiving straight time or overtime compensation for such overtime hours worked in violation of California Labor Code § 1194 and California Industrial Welfare Commission Wage Order 4-2001. Defendant has failed to meet the requirements for establishing the exemption because all class members (a) regularly spent more than 50% of their time performing nonexempt work, (b) did not customarily and regularly exercise discretion and independent judgment on matters of significance, (c) did not have the authority to hire or fire or make meaningful recommendations regarding same, (d) did not customarily and regularly supervise at least two employees or the equivalent, (e) did not perform work directly related to the management policies or the general business operations of Defendant or Defendant's customers, (f) did perform nonexempt production and/or sales work a majority of their time (i.e., in excess of 50%) consistent with Defendant's realistic expectations, (g) did not customarily and regularly spend more than 50% of their time away from the Defendant's places of business selling or obtaining orders or contracts, and (h) did not earn more than 50% of their compensation in a bona fide commission plan. Thus, Plaintiff and the class members were not exempt from the overtime requirements of California law for these reasons.

CLASS ALLEGATIONS

13. This complaint is brought by Plaintiff pursuant to California Code of Civil Procedure § 382 on behalf of a class. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized under California law. The class is comprised of, and defined as:

All current and former California based employees of JPMorgan Chase Bank, National Association, with the title "Assistant Branch Manager" who worked at any time from four years prior to the time this case is filed up to the time of trial.

14. The members of the classes are so numerous that joinder of all members is impracticable. The exact number of the members of the classes can be determined by reviewing

1 Defendant's records.

2 15. Plaintiff will fairly and adequately protect the interests of the class and has
3 retained counsel that is experienced and competent in class action and employment litigation.
4 Plaintiff has no interests that are contrary to, or in conflict with, members of the class.

5 16. A class action suit, such as the instant one, is superior to other available means
6 for fair and efficient adjudication of this lawsuit. The damages suffered by individual members
7 of the class may be relatively small when compared to the expense and burden of litigation,
8 making it virtually impossible for members of the class to individually seek redress for the
9 wrongs done to them.

10 17. A class action is, therefore, superior to other available methods for the fair and
11 efficient adjudication of the controversy. Absent these actions, the members of the class likely
12 will not obtain redress of their injuries and Defendant will retain the proceeds of its violations of
13 California law.

14 18. Even if any member of the class could afford individual litigation against
15 Defendant, it would be unduly burdensome to the judicial system. Concentrating this litigation
16 in one forum will promote judicial economy and parity among the claims of individual members
17 of the class and provide for judicial consistency.

18 19. There is a well-defined community of interest in the questions of law and fact
19 affecting the Class as a whole. Questions of law and fact common to each of the class
20 predominate over any questions affecting solely individual members of the action. Among the
21 common questions of law and fact are:

22 a. Whether the class has been properly classified as exempt by Defendant
23 from overtime compensation;

24 b. Whether the class is expected to regularly work hours in excess of forty
25 per week and/or in excess of eight hours per day;

26 c. How the class is compensated; and,

27 d. Whether the class has sustained damages and, if so, what the proper
28 measure of damages is.

FIRST CAUSE OF ACTION

(Labor Code § 1194)

20. Plaintiff incorporates the allegations contained in the previous paragraphs of this Complaint as if fully set forth herein.

21. California Wage Order 4-2001, 8 C.C.R. § 11040, and Labor Code § 510 state that an employee must be paid overtime, equal to 1.5 times the employee's regular rate of pay, for all hours worked in excess of 40 per week and/or 8 per day.

22. Class members regularly work more than 40 hours per week and/or 8 hours per day but are not paid overtime.

23. Class members do not meet any of the tests for exempt status under the California Wage Orders and/or the California Labor Code.

SECOND CAUSE OF ACTION

(Bus. & Prof. Code § 17203 – Overtime)

24. Plaintiff incorporates the allegations contained in the previous paragraphs of this Complaint as if fully set forth herein.

25. Defendant has committed an act of unfair competition under California Business & Professions Code § 17200 *et seq.* by not paying the required state law overtime pay to the members of the class.

26. Pursuant to Bus. & Prof. Code § 17203, Plaintiff requests an order requiring Defendant to make restitution of all overtime wages due to the class.

THIRD CAUSE OF ACTION

(Bus. & Prof. Code § 17203 – Meal and Rest Breaks)

27. Plaintiff incorporates the allegations contained in the previous paragraphs of this Complaint as if fully set forth herein.

28. In violation of Labor Code § 512 and IWC Wage Order 4-2001, Defendant failed to provide and document meal and rest period breaks for the class in the number, length and manner as required. At no time has the Plaintiff or the class entered into any written agreement with Defendant expressly or impliedly waiving their right to their meal and rest breaks.

1 Plaintiff and the class have been injured by Defendant's failure to comply with Labor Code §
 2 512 and IWC Wage Order 4-2001 and are thus entitled to the wages set forth in Labor Code §
 3 226.7.

4 29. Pursuant to Bus. & Prof. Code § 17203, Plaintiff requests Defendant make
 5 restitution of all wages due to the class under this Third Cause of Action.

6 **FOURTH CAUSE OF ACTION**

7 **(Bus. & Prof. Code § 17203 – Injunction and Declaratory Relief)**

8 30. Plaintiff incorporates the allegations contained in the previous paragraphs of this
 9 Complaint as if fully set forth herein.

10 31. Plaintiff, and all persons similarly situated, are further entitled to and do seek a
 11 both a declaration that the above-described business practices are unfair, unlawful and/or
 12 fraudulent and injunctive relief restraining Defendant from engaging in any of such business
 13 practices in the future. Such misconduct by Defendant, unless and until enjoined and restrained
 14 by order of this Court, will cause great and irreparable injury to all members of the class in that
 15 the Defendant will continue to violate California law, represented by labor statutes and IWC
 16 Wage Orders, unless specifically ordered to comply with same. This expectation of future
 17 violations will require current and future employees to repeatedly and continuously seek legal
 18 redress in order to gain compensation to which they are entitled under California law. Plaintiff
 19 has no other adequate remedy at law to insure future compliance with the California labor laws
 20 and wage orders alleged to have been violated herein.

21 **FIFTH CAUSE OF ACTION**

22 **(Labor Code § 203)**

23 32. Plaintiff incorporates the allegations contained in the previous paragraphs of this
 24 Complaint as if fully set forth herein.

25 33. Plaintiff and the class were discharged by Defendant or voluntarily quit, and did
 26 not have a written contract for employment. The Defendant, in violation of California Labor
 27 Code §§ 201 and 202 *et seq.* had a consistent and uniform policy, practice and procedure of
 28 willfully failing to pay the earned and unpaid wages of all such former employees. The

1 Defendant has willfully failed to pay the earned and unpaid wages of such individuals,
 2 including, but not limited to, straight time, overtime, vacation time, meal and rest wages, and
 3 other wages earned and remaining uncompensated according to amendment or proof. Plaintiff
 4 and the class did not secret or absent themselves from Defendant nor refuse to accept the earned
 5 and unpaid wages from Defendant. Accordingly, Defendant is liable for waiting time penalties
 6 for the unpaid wages pursuant to California Labor Code § 203.

7 **SIXTH CAUSE OF ACTION**

8 **(Labor Code §§ 226, 1174, and 1174.5)**

9 34. Plaintiff incorporates the allegations contained in the previous paragraphs of this
 10 Complaint as if fully set forth herein.

11 35. Defendant, as a matter of corporate policy did not maintain or provide accurate
 12 itemized statements in violation of Labor Code §§ 226 and 1174.

13 36. For instance, Defendant did not state or did not accurately state, *inter alia*, the
 14 total hours worked, hours worked daily, or the actual hourly rate of Plaintiff and other Assistant
 15 Branch Managers in their pay statements. Defendant's failure to maintain accurate itemized
 16 statements was willful, knowing, intentional, and the result of Defendant's custom, habit,
 17 pattern and practice. Defendant's failure to maintain accurate itemized statements was not the
 18 result of isolated, sporadic or unintentional behavior. Due to Defendant's failure to comply
 19 with the requirements of Labor Code §§ 226 and 1174, Plaintiff and other Assistant Branch
 20 Managers were injured thereby.

21 37. Such a pattern and practice as alleged herein is unlawful and creates an
 22 entitlement to recovery by Plaintiff and the class identified herein for all damages and penalties
 23 pursuant to Labor Code §§ 226 and 1174.5, including interest thereon, penalties, attorneys' fees
 24 and costs.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff, on her own behalf and on behalf of the members of the class,
 27 prays for judgment as follows:

- 28 1. For an order certifying the proposed class;

1 2. For damages, penalties, restitution, attorney fees and injunctive relief as the
2 amount in controversy not in excess of \$5,000,000 for the class and not in excess of \$75,000 for
3 the named plaintiff; and,

4 3. For prejudgment interest.
5

6 Dated: February 25, 2015

WYNNE LAW FIRM

7
8 By: 

9 Edward J. Wynne
10 100 Drakes Landing Road, Suite 275
11 Greenbrae, CA 94904
12 Telephone: 415-461-6400
13 Facsimile: 415-461-3900
14 *Counsel for Plaintiff*
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